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**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA**

In re

CASH CLOUD, INC. dba COIN CLOUD,  
  
Debtor.

Case No.: 23-10423-mkn

Chapter 11

**DECLARATION OF DANIEL AYALA IN  
SUPPORT OF JOINT MOTION TO  
APPROVE SETTLEMENT AGREEMENT  
WITH GENESIS GLOBAL HOLDCO, LLC  
PURSUANT TO FEDERAL RULE OF  
BANKRUPTCY PROCEDURE 9019**

Date of Hearing: November 30, 2023  
Time of Hearing: 10:30 a.m.

1 I, Daniel Ayala, declare as follows:

2 1. I am the Independent Director of Cash Cloud, Inc. dba Coin Cloud (the “Debtor”),  
3 debtor and debtor in possession in the above-captioned case (the “Chapter 11 Case”).

4 2. Except as otherwise indicated herein, this Declaration is based upon my personal  
5 knowledge. I am over the age of 18 and am mentally competent. If called upon to testify, I would  
6 testify competently to the facts set forth in this Declaration.

7 3. I make this Declaration in support of the *Motion to Approve Settlement Agreement*  
8 *with Genesis Global Holdco, LLC Pursuant to Federal Rule of Bankruptcy Procedure 9019* (the  
9 “Motion”).

10 4. On or about April 22, 2022, the Debtor entered into that certain Secured Loan  
11 Facility Agreement (as amended, superseded, or otherwise modified from time to time, the  
12 “Enigma Loan”) pursuant to which Enigma Securities Limited (“Enigma”) loaned the Debtor \$8  
13 million. The Enigma Loan is purportedly secured by a lien on certain cryptocurrency automated  
14 teller machines and the cash proceeds contained therein and generated therefrom listed on the  
15 schedule attached to the Enigma Loan documents (the “Enigma Kiosk Collateral”). On April 25,  
16 2022, Enigma filed its UCC-1 Financing Statement (the “Enigma Financing Statement”),  
17 referencing 3677 cryptocurrency ATMs listed on Schedule 1 thereto.

18 5. On November 1, 2022, the Debtor entered into that certain Secured Demand  
19 Promissory Note (as amended by that certain Amended and Restated Secured Demand  
20 Promissory Note, dated as of November 23, 2022, the “Genesis Promissory Note”) between the  
21 Debtor, as borrower, and Genesis Global Holdco, LLC (“Genesis”), pursuant to which, among  
22 other things, Genesis advanced to the Debtor \$6 million on November 2, 2022 and \$1.5 million  
23 on November 23, 2022. The Genesis Promissory Note is secured by all assets of the Debtor (the  
24 “Genesis Collateral”), including the Enigma Kiosk Collateral.

25 6. As of the Execution Date, the Challenge Period Termination Date with respect to  
26 Enigma has occurred for all parties in interest other than the Committee, such that only the  
27 Committee can pursue the Lien Challenge Claims.  
28

7. Absent the Parties' entry into this Agreement, if the Committee prevails in resolving the Lien Challenge Claims, Genesis asserts that the proceeds from such resolution would inure to the benefit of Genesis by virtue of its security interest in the Enigma Kiosk Collateral.

8. After good faith, arm's-length negotiations, the Parties have agreed to share the proceeds of any resolution of the Lien Challenge Claims in accordance with the terms of the Settlement Agreement.

9. Pursuant to Local Rule 9019(c), the Parties provide the following summary of the essential terms of the Settlement Agreement:<sup>1</sup>

a. Genesis agrees to release its liens on the Enigma Collateral that is subject to the Lien Challenge Claims in exchange for the greater of (a) \$33,000 and (b) 33% of the proceeds (i) obtained from any consensual resolution or settlement of the Lien Challenge Claims with Enigma or (ii) if the Lien Challenge Claims are successful, arising from any sale, monetization, or liquidation of the Enigma Kiosk Collateral subject to the successful Lien Challenge Claims.

10. For the reasons set forth below, the Settlement Agreement is fair and reasonable and in the best interest of the Debtor and its estate.

I declare, under penalty of perjury of the laws of the United States of America, that the foregoing statements are true and correct to the best of my knowledge, information and belief.

Executed this 13th day of October 2023 in Las Vegas, Nevada.

/s/ Daniel Ayala  
Daniel Ayala

<sup>1</sup> The foregoing is merely intended to be a summary of the material terms of the settlement between the Parties. To the extent of any inconsistency between this Motion and the Settlement Agreement, the terms of the Settlement Agreement govern.